

IN THE MATTER between **NTHC**, Applicant, and **AK(J)**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5
(the "Act");

AND IN THE MATTER of a hearing before **Adelle Guigon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

AK(J)

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 8, 2017

Place of the Hearing: Inuvik, Northwest Territories

Appearances at Hearing: KB, representing the applicant
DD, representing the applicant

Date of Decision: April 24, 2017

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of the NTHC as the applicant/landlord against AK(J) as the respondent/tenant was filed by the Rental Office November 18, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondent November 29, 2016.

The applicant alleged the respondent had caused damages to the rental premises and left the rental premises in an unclean condition. An order was sought for payment of costs for repairs and cleaning.

A hearing was scheduled for March 8, 2017, in Inuvik, Northwest Territories. The rental officer appeared by telephone. KB and DD appeared representing the applicant. AK(J) was served notice of the hearing by registered mail signed for February 22, 2017. The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order Number 20-15111 dated June 15, 2016, required the respondent to pay rental arrears and overholding rental arrears in the amount of \$9,710, required the respondent to pay costs for repairs in the amount of \$168.95, terminated the tenancy agreement July 1, 2016, and evicted the respondent from the rental premises June 30, 2016.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing September 10, 2015, and ending July 25, 2016, when the tenant vacated the rental premises. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Tenant damages and cleaning

Evidence in support of the applicant's claims for damages and cleaning include: the entry inspection report dated September 10, 2015; the exit inspection report dated July 25, 2016; lists of repairs and associated costs; invoices; and a CD with 106 digital photographs. The specific claims were for:

Replace living room window screen	\$40.00
Replace carpet in living room and two bedrooms	\$1,535.32
Repair two windows	\$239.00
Replace two interior doors	\$378.00
Replace kitchen cabinet door hinges	\$50.00
Cleaning throughout	\$250.00
Garbage disposal	\$200.00
Patching and painting six walls	\$2,000.00
Replace stove	\$465.00
10% Admin Fee	\$515.73
GST	\$283.65
TOTAL	<u>\$5,956.70</u>

All of the claimed items except the following were substantiated at hearing and by the evidence provided and their costs are allowed as claimed.

Carpets

Evidence and testimony was given supporting the applicant's claim for the costs to replace the carpets due to the staining and multiple burn marks throughout. However, the applicant failed to account for depreciation of the value of the carpet. The applicant's representatives testified, and the entry inspection report corroborated, that the carpets were brand new when the respondent moved in. Applying a 10-year useful lifespan to the carpets, the applicant benefited from 9% of the useful lifespan from the carpets leaving the respondent liable for 91% of the replacement cost. I find the respondent liable for 91% of the carpet replacement costs totalling \$1,397.14.

Stove

The applicant's representative testified and the exit inspection report and photographs support the claim that the stove was dirty. The rental premises is actually a NREIT apartment which is rented by IHA for subsidized public housing purposes. When NREIT staff inspected the premises subsequent to the applicant's inspection they identified a dent in the upper panel of the stove which was not previously noticed by the applicant's representatives but which, upon review, was actually barely visible in one of the photographs submitted into evidence. The NREIT staff also discovered that the stove did not work. The entry inspection report did not identify any damages at all to the stove at commencement of the tenancy.

NREIT replied to inquiries regarding the age of the stove that they do not know when it was last replaced. The applicant's representatives reviewed old move-out inspection photos from as far back as late 2012 which show the same stove. Considering the damage to the upper panel of the stove was not immediately noticeable during the applicant's inspection at the end of this tenancy, it is conceivable that the damage was similarly missed at the end of the last tenancy. Therefore, I cannot be satisfied that the respondent is responsible for the damage to the upper panel of the stove.

With respect to the functionality of the stove as a whole, there is no record of a complaint from the respondent that the stove was not working and there is no record that the applicant noticed the stove was not working. It seems to me that if the stove were not working during the tenant's occupancy the tenant would have said something about it, regardless of whether the tenant were responsible for the reason it stopped working. Additionally, neither the applicant nor NREIT identified why the stove wasn't working – whether it was due to some form of damage or the age of the stove or defect to the stove. It is the landlord who is obligated to maintain appliances provided as part of the rental premises in a good state of repair, so without being able to establish that the stove stopped working because of the respondent's wilful or negligent conduct I cannot find the respondent liable for the replacement cost of the stove.

The allowed claims of costs for repairs are as follows:

Replace living room window screen	\$40.00
Replace carpet in living room and two bedrooms- (91%)	\$1,397.14
Repair two windows	\$239.00
Replace two interior doors	\$378.00
Replace kitchen cabinet door hinges	\$50.00
Cleaning throughout	\$250.00
Garbage disposal	\$200.00
Patching and painting six walls	\$2,000.00
10% Admin Fee	\$455.41
GST	\$250.48
TOTAL	<u>\$5,260.03</u>

Order

An order will issue requiring the respondent to pay costs for repairs and cleaning in the amount of \$5,260.03.

Adelle Guigon
Rental Officer